

(2)

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.077.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.077 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): PULASKI COUNTY, INDIANA 112 East Main Street Winamac, Indiana 46996
Attention: Vicky Mergen, Contract Administration Telephone No.: (800) 666-5600 x 197 Fax No.: (269) 567-2930 E-mail Address: vicky.mergen@manatron.com	Attention: Ms. Sheryl DeGroot, Auditor Telephone No.: (574) 946-3653 Fax No.: (574) 946-3982 E-mail Address: N/A

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [Signature]
(Signature)
Its: G.W. McKinzie, Chief Operations Officer
(Title)
Date: October 7, 2002
Witnessed: Barbara E. Brennan
By: Barbara E. Brennan

PULASKI COUNTY, INDIANA

(Print or Type Name of Customer)

By: Sheryl D. DeGroot
(Signature)
Its: Auditor, Pulaski Co.
(Title)
Date: 10-2-02
By: _____
(Signature)
Its: _____
(Title)
Date: _____
By: _____
(Signature)
Its: _____
(Title)
Date: _____
Witnessed: Mark James
Date: 10-2-02

SIGNATURE PAGE

Master No. IN2002.077

Date: 10/02/2002

THIRD-PARTY SOFTWARE SCHEDULE FOR PULASKI COUNTY, INDIANA

Schedule No. IN2002.077.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.077 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	QTY	Unit Price	Total Price	Office
Uniface License Revision Administration Fee	1	\$ 200.00	\$ 200.00	Auditor
SQL Server 2000, additional clients	8	\$ 169.00	\$ 1,352.00	Auditor
Total Third-Party Software Fees:			\$	1,552.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Thirdparty Software upon the receipt of the Third-party Software by Customer.

Master No. IN2002.077

Date: 10/02/2002

SOFTWARE SCHEDULE FOR PULASKI COUNTY, INDIANA

Schedule No.IN2002.077.02 to the Master Agreement for Licensed Software, Hardware and Services.

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Software Description	Model Number	QTY	Unit Price	Total Price	Office
OW Financial Upgrade to Version 4.X			\$ -	\$ -	Auditor
- OW Payroll	WPR	6	no charge	no charge	Auditor
- OW General Ledger	WGL	6	no charge	no charge	Auditor
- OW Treasurer's Fund	WTR	2	no charge	no charge	Auditor
Total Software Fees:				\$ -	

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2002.077

Date: 10/02/2002

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR PULASKI COUNTY, INDIANA

Schedule No. IN2002.077.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.077 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Product	Model Number	Unit Price	Annual Price	Office
OW Payroll	WPR-S	Remain at current	Remain at current	Auditor
OW General Ledger	WGL-S	Remain at current	Remain at current	Auditor
OW Treasurer's Fund	WTR-S	Remain at current	Remain at current	Auditor
Uniface License Revision Administration Fee	UNIFACE ADMIN-FEE	No Charge	No Charge	Auditor
SQL Server 2000, additional clients*	SQL-S	\$ 220.00	\$ 2,640.00	Auditor
Total Software Support Services Fees:				\$ 2,640.00

*SOFTWARE SUPPORT FEE will be in addition to current fee.

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2002.077

Date: 10/02/2002

SUMMARY SCHEDULE FOR PULASKI COUNTY, INDIANA

ONE TIME FEES	
	Total Price
HARDWARE	\$ -
THIRD-PARTY SOFTWARE	\$ 1,552.00
SOFTWARE	\$ -
PROFESSIONAL SERVICES (Billed as Used)	\$ 3,000.00
CONSULTATION/TRAINING SERVICES	\$ -
TOTAL CONVERSION SOFTWARE FEES	\$ -
Total One Time Fees:	\$ 4,552.00

Received Invoice
to pay in 2003

ONGOING FEES	
	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 2,640.00
TOTAL HOSTING FEES	\$ -
Total Ongoing Fees:	\$ 2,640.00

Master No. IN2002.077

Date: 10/02/2002